



Sandy City Copy

Please return to:
Dianne H. Aubrey, CMC/AAE
Sandy City Recorder
10000 Centennial Parkway
Sandy, Utah 84070

~~UNRECORDED~~

8118281

Walter R. Miller
Sandy City Attorney
10000 South Centennial Parkway, Suite 301
Sandy, Utah 84070

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01/11/2002 01:57 PM 59.00
Book - 8553 Pg - 3880-3897
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON TITLE
BY: ARG, DEPUTY - WI 18 P.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 7th day of January, 2002, by and between EQUITY INNS PARTNERSHIP, L.P., a Tennessee limited partnership, having its principal place of business at 7700 Wolf River Boulevard, Germantown, Tennessee 38138 ("Grantor"), and SANDY CITY, UTAH, a political subdivision of the State of Utah, having its principal place of business at 10000 Centennial Parkway, Sandy Utah 84070 ("Grantee").

RECITALS:

A. Grantor is the owner in fee simple of certain unimproved real property located in Sandy City, Salt Lake County, State of Utah (the "Grantor Property"). A legal description of the Grantor Property is attached as Exhibit "A" to this Agreement. Grantee is the owner in fee simple of certain real property located in Sandy City, Salt Lake County, State of Utah (the "Grantee Property") and the holder of easement rights in and to certain real property located in Sandy City, Salt Lake County, State of Utah (the "Grantee Easement Property"). A legal description of the Grantee Property is attached as Exhibit "B" to this Agreement and a legal description of the Grantee Easement Property is attached as Exhibit "C" to this Agreement.

B. The Grantor Property is adjacent to a mixed use commercial development is known as the "Sandy City Centre" (the "Project"). A portion of the Project is comprised of the Grantee Property and the Grantee Property Easements. The legal description of the Project is attached as Exhibit "D" to this Agreement. A site plan of the Project is attached as Exhibit "E" to this Agreement (the "Site Plan").

C. Grantee desires to obtain an easement over certain portions of the Grantor Property (the "Easement Property") for vehicular and pedestrian access, the provision of utility services, and such other purposes as may be necessary or desirable for the intended use and enjoyment of the Grantee Property, in accordance with the provisions of this Agreement. The legal description of the Easement Property is attached as Exhibit "F" to this Agreement.

D. Grantor has agreed to grant and convey to Grantee certain irrevocable nonexclusive easements over the Easement Property, to the extent Grantor has any right, title and interest in and to the Easement Property. Such easements shall be only for the use and benefit of the following parties: (a) Grantee and its respective successors and assigns, and (b) all tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires of Grantee (collectively, the "Benefited Parties").

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

BTC 23021

ORIGINAL DOCUMENT
PROPERTY OF SANDY CITY RECORDERS OFFICE

BK 8553 PG 3880

AGREEMENT:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein by this reference.

2. Grant of Access Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement and right-of-way (the "Access Easement") for ingress and egress by vehicular and pedestrian traffic to and from the Project and 10000 South Street (Sego Lily Drive) upon, over, under, across and through the Easement Property.

3. Grant of Utilities Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement (the "Utilities Easement") for the laying, installation, construction, operation, inspection, repair, removal, maintenance, alteration, enlargement, relocation and replacement of underground water lines, sewer lines, electricity facilities, gaslines, telephone and other communication facilities, cable television and other entertainment facilities, internet and other data transmission facilities, and all other utilities equipment existing now or in the future, under, and through the Easement Property. The Utilities Easement shall include an easement over and across the surface of the Easement Property as may be necessary to service and maintain the utility facilities. The Utilities Easement shall only be used for utilities serving the Project and the Grantor Property.

4. Grant of Surface and Parking Water Drainage Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement (the "Drainage Easement") for the flow of a reasonable volume of surface or parking water (water from melting ice and snow carried into the Grantee's parking facility and its plaza within the Project by vehicles, also water used to clean such facilities) to the nearest drainage catch basins or waterways, upon, over, under, across and through the Easement Property.

5. Grant of Encroachment Easement. Grantor and Grantee hereby grant to each other a reciprocal appurtenant easement of encroachment (the "Encroachment Easement") as between the Easement Property, the Grantee Property, and any other adjacent Grantor Property, as applicable, due to the placement or settling or shifting of any improvements constructed, reconstructed, or altered thereon to a distance of not more than two (2) feet, as measured from any point on the common boundary between each adjacent portion of such areas, as applicable, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the party responsible for the installation of such improvements.

6. Easements Appurtenant to the Grantee Property. The Access Easement, the Utilities Easement, the Drainage Easement, and the Encroachment Easement (collectively, the "Easements") shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof.

7. Grantee's Use of Easement Property. Grantee and the Benefited Parties shall have the right and easement, in common with others who are granted such rights, to utilize the

Easement Property for vehicular and pedestrian access to and from the Grantee Property, utilities, parking water drainage, and any other purposes for the use and enjoyment of the Grantee Property.

8. Temporary Construction Easement. To facilitate Grantee's construction of Grantee's parking facility and plaza, Grantor hereby grants and conveys to Grantee a temporary easement over and across the Easement Property and other adjacent property owned by Grantor, as reasonably necessary for (a) the ingress and egress of construction vehicles and equipment, (b) the offsite storage of building materials and supplies, and (c) the creation and use of a construction staging area. The temporary easement granted pursuant to this paragraph shall terminate upon the earlier of (a) the completion of the Project, or (b) December 31, 2003.

9. No Obstruction. Grantor shall not permit to be constructed on the Easement Property any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs vehicular and pedestrian traffic over any part of the Easement Property, or shall otherwise obstruct or interfere with the free flow of such traffic, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent that Grantor reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, the Easement Property. Any obstruction or interference permitted under this Section 9 shall be done in a manner reasonably calculated to minimize its impact on Grantee's rights hereunder.

10. Grantor's Reservation of Rights. Grantor reserves unto itself, its successors and assigns, forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to build upon, over, or under the Easement Property so long as such other uses do not materially impair or diminish Grantee's or the Benefited Parties' use of the Easement Property for the purposes herein granted.

11. Covenants to Run With the Land. The Easements shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

12. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

13. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

14. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Easement Property by Grantee and Grantor.

15. No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

17. Interpretation. The section headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

18. Duration and Amendment. This Agreement and the Easements shall be perpetual and irrevocable. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded with the official records of Salt Lake County, Utah. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded with the official records of Salt Lake County, Utah. All attached exhibits are incorporated by reference into this Agreement.

19. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Counterparts. This Agreement may be executed in on or more counterparts which together shall constitute the Agreement.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(Signature Page to Follow)

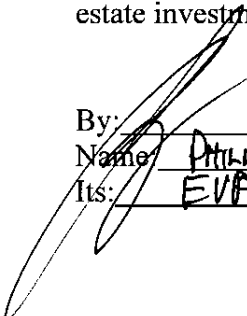
SIGNATURE PAGE TO
EASEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

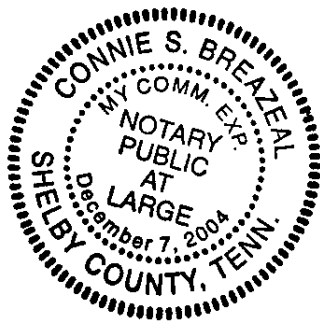
EQUITY INNS PARTNERSHIP, L.P., a Tennessee limited partnership, by its general partner:

EQUITY INNS TRUST, a Maryland real estate investment trust

By: 
 Name: PHILLIP H. McNEILL JR
 Its: EVP.

STATE OF TENNESSEE)
) : ss
 COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 7th day of January 2002 by Phillip H. McNeill Jr. as Exec VP of EQUITY INNS TRUST, a Maryland real estate investment trust, the general partner of EQUITY INNS PARTNERSHIP, L.P., a Tennessee limited partnership.



Connie S. Breazeal
 Notary Public
 Residing at: Memphis, TN 38134

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SIGNATURE PAGE TO
EASEMENT AGREEMENT

GRANTEE:

SANDY CITY, UTAH
a political subdivision of the State of Utah



By: *Tom Dolan*
Name: Tom Dolan
Title: Mayor

Attest:

Deputy
City Recorder *Milly Berigan Spero*

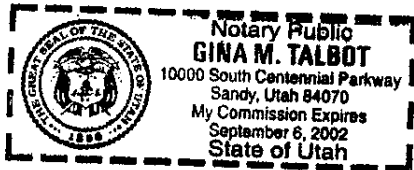
STATE OF Utah)
COUNTY OF Salt Lake) : ss

The foregoing instrument was acknowledged before me this 10th day of Jan., 2002 by Tom Dolan, the Mayor of SANDY CITY, UTAH, a political subdivision of the State of Utah.

NOTARY PUBLIC *Gina M. Talbot*
Residing at: Sandy, UT

My Commission Expires:

9-6-02



mb 1-7-02
SANDY CITY APPROVALS
Department *[Signature]*
Risk Mgt. *[Signature]*
Budget *[Signature]*
Legal Form *[Signature]*
Purchasing Compliance *[Signature]*

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**Schedule of Attachments
to
Easement Agreement**

Exhibit A	--	Legal Description of Grantor Property
Exhibit B	--	Legal Description of Grantee Property
Exhibit C	--	Legal Description of Grantee Easement Property
Exhibit D	--	Legal Description of Project
Exhibit E	--	Site Plan of Project
Exhibit F	--	Legal Description of Easement Property

EXHIBIT A

Legal Description of Grantor Property

PARCEL 1:

BEGINNING at a point on the South line of a County Road, said South line being also the North line of the South half of the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 0°8'50" West 1337.7 feet and North 89°58'19" West 1806.5 feet from the Southeast corner of Section 12; and running thence South 255.56 feet along an existing fence line and the West line of the Elsie Jaynes and Wanda Pollock property; thence West 406.84 feet, more or less, to a point on the Easterly right of way line of frontage road No. 5, State Road Project No. I-15-7 (3)289; thence North 3°54' West along the Easterly line of said Frontage Road 256.15 feet to the North line of the South half of the Southeast quarter of said Section 12; thence East along said North line 424.26 feet, more or less, to the point of BEGINNING.

(Parcel No. 27-12-453-001)

PARCEL 2:

BEGINNING at a point on the South line of a County Road, said South line being also the North line of the South half of the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 0°08'50" West 1337.7 feet and North 89°58'19" West 1806.5 feet from the Southeast corner of Section 12, and running thence South 255.56 feet, along an existing fence line and the West line of the Elsie Jaynes and Wanda Pollock property to the true point of beginning of the land and to be described; and running from the true point of beginning South 179.44 feet along an existing fence line and the West line of the Elsie Jaynes and Wanda Pollock property; thence West 394.61 feet, more or less, to a point on the Easterly right of way line of frontage road No. 5, State Road Project No. I-15-7 (3)289; thence North 3°54' West along the Easterly line of said frontage road 179.86 feet; thence East 406.84 feet, more or less, to the true point of BEGINNING.

LESS AND EXCEPTING that portion of the above described Parcel 2 contained within the following described property:

PARKING STRUCTURE PHASE III: BEGINNING at a point South 547.0 feet of the South line of a County Road, said South line being the North line of the South half of the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being is North 0°08'50" West 1337.70 feet and North 89°58'19" West 1806.50 feet and South 547.00 feet from the Southeast corner of said Section 12, and running thence West 376.81 feet, more or less, to the Easterly line of Frontage Road # 5, State Road Project No. I-15-7 (3) 289; thence North 03°49'28" West 190.56 feet along said Easterly line; thence North 89°56'30" East 389.55 feet; thence South 190.53 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-002)

EXHIBIT B

Legal Description of Grantee Property

All of Lot 2, Sandy City Centre, a commercial subdivision, according to the official plat thereof, recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

LOT 2:

BEGINNING at a point which is North $0^{\circ}08'34''$ West, 1018.14 feet and South $89^{\circ}56'30''$ West, 1519.45 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North $89^{\circ}59'24''$ West, 177.35 feet; thence South $0^{\circ}00'36''$ West, 15.00 feet; thence North $89^{\circ}59'24''$ West, 45.12 feet; thence North $0^{\circ}00'36''$ East, 7.67 feet; thence North $89^{\circ}59'24''$ West, 5.01 feet; thence North $0^{\circ}00'36''$ East, 185.90 feet; thence South $89^{\circ}59'24''$ East, 32.50 feet; thence North $0^{\circ}00'36''$ East, 7.26 feet; thence South $89^{\circ}59'24''$ East, 2.33 feet; thence North $0^{\circ}00'36''$ East, 12.50 feet; thence South $89^{\circ}59'24''$ East, 135.33 feet; thence South $0^{\circ}00'36''$ West, 12.50 feet; thence South $89^{\circ}59'24''$ East, 10.24 feet; thence South $0^{\circ}00'36''$ West, 7.26 feet; thence South $89^{\circ}59'24''$ East, 22.42 feet; thence North $0^{\circ}00'36''$ East, 7.26 feet; thence South $89^{\circ}59'24''$ East, 2.33 feet; thence North $0^{\circ}00'36''$ East, 12.33 feet; thence South $89^{\circ}59'24''$ East, 22.31 feet; thence South $0^{\circ}00'36''$ West, 198.17 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

EXHIBIT C

Legal Description of Grantee Easement Property

All of Lot A, Sandy City Centre, a commercial subdivision, according to the official plat thereof recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

LOT A:

BEGINNING at a point which is North $0^{\circ}08'34''$ West, 1296.21 feet and South $89^{\circ}56'30''$ West, 1793.33 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North $89^{\circ}56'30''$ East, 39.28 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears South $21^{\circ}32'32''$ West, 22.25 feet); thence southerly 22.78 feet along said curve through a central angle of $43^{\circ}05'04''$; thence South $14^{\circ}32'59''$ West, 26.30 feet to a curve to the right having a radius of 206.00 feet; thence southerly 43.06 feet along said curve through a central angle of $11^{\circ}58'33''$ to a nontangent curve to the left having a radius of 20.00 feet (a chord for said curve bears South $5^{\circ}36'54''$ West, 14.28 feet); thence southerly 14.60 feet along said curve through a central angle of $41^{\circ}49'16''$ to a nontangent curve to the right having a radius of 55.50 feet (a chord for said curve bears South $36^{\circ}26'29''$ West, 87.15 feet); thence southwesterly 100.23 feet along said curve through a central angle of $103^{\circ}28'24''$ to a reverse curve to the left having a radius of 29.50 feet; thence westerly 29.19 feet along said curve through a central angle of $56^{\circ}41'40''$ to a compound curve to the left having a radius of 160.00 feet; thence southerly 69.97 feet along said curve through a central angle of $25^{\circ}03'19''$ to a compound curve to the left having a radius of 14.50 feet; thence southeasterly 24.40 feet along said curve through a central angle of $96^{\circ}25'06''$; thence South $2^{\circ}04'29''$ West, 26.02 feet to a nontangent curve to the left having a radius of 14.50 feet (a chord for said curve bears South $45^{\circ}00'36''$ West, 20.51 feet); thence southwesterly 22.78 feet along said curve through a central angle of $90^{\circ}00'00''$; thence South $0^{\circ}00'36''$ West, 196.68 feet to a curve to the left having a radius of 25.00 feet; thence southeasterly 39.27 feet along said curve through a central angle of $90^{\circ}00'00''$ thence; South $89^{\circ}59'24''$ East, 6.05 feet; thence North $0^{\circ}00'36''$ East, 6.626 feet; thence South $89^{\circ}59'24''$ East, 290.01 feet; thence North $0^{\circ}00'36''$ East, 44.97 feet; thence South $89^{\circ}59'24''$ East, 154.94 feet; thence South $0^{\circ}00'36''$ West, 81.15 feet; thence North $89^{\circ}59'24''$ West, 491.00 feet; thence North $0^{\circ}00'36''$ East, 55.69 feet; thence West, 14.92 feet; thence North $0^{\circ}00'36''$ East, 190.52; thence North $89^{\circ}56'30''$ East, 14.95 feet; thence North $0^{\circ}00'36''$ East, 239.58 feet; to a nontangent curve to the left having a radius of 30.00 feet, (a chord for said curve bears North $85^{\circ}25'07''$ East, 29.15 feet); thence easterly 30.43 feet along said curve through a central angle of $58^{\circ}07'33''$ to a reverse curve to the right having a radius of 53.00 feet; thence northeasterly 18.44 feet along said curve through a central angle of $19^{\circ}55'54''$ to a reverse curve to the left

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having a radius of 30.00 feet; thence northeasterly 29.10 feet along said curve through a central angle of $55^{\circ}34'58''$; thence North $20^{\circ}42'19''$ East, 25.11 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears North $21^{\circ}33'17''$ West, 22.26 feet); thence northerly 22.80 feet along said curve through a central angle of $43^{\circ}06'35''$; thence North $89^{\circ}56'30''$ East, 39.00 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

DRIVEWAY EASEMENT

BEGINNING at a point which is North $00^{\circ}08'34''$ West 1003.75 feet and South $89^{\circ}56'30''$ West, 1871.10 feet from Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East 92.36 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North $2^{\circ}04'29''$ East, 26.02 feet; thence South $89^{\circ}59'24''$ East, 123.20 feet; thence South $0^{\circ}00'36''$ West, 18.53 feet; thence South $89^{\circ}59'24''$ East, 5.01 feet; thence South $0^{\circ}00'36''$ West, 7.67 feet; thence North $89^{\circ}54'12''$ West, 129.15 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

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EXHIBIT D

Legal Description of Project

All of Lots 1, 2, 3, A and B, Sandy City Centre, a commercial subdivision, according to the official plat thereof recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

LOT 1:

BEGINNING at a point on the South line of 10000 South Street, which point is North $0^{\circ}08'34''$ West, 1296.656 feet and South $89^{\circ}56'30''$ West, 1408.819 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence South $0^{\circ}00'36''$ West, 478.036 feet; thence North $89^{\circ}59'24''$ West, 154.94 feet; thence South $0^{\circ}00'36''$ West, 44.97 feet; thence North $89^{\circ}59'24''$ West, 290.01 feet; thence South $0^{\circ}00'36''$ West, 6.626 feet; thence North $89^{\circ}59'24''$ West, 6.054 to a curve to the right having a radius of 25.00 feet; thence northwesterly 39.27 feet along said curve through a central angle of $90^{\circ}00'00''$; thence North $0^{\circ}0'36''$ East, 196.68 feet to a curve to the right having a radius of 14.50 feet; thence northeasterly 22.78 feet along said curve through a central angle of $90^{\circ}00'00''$; thence North $2^{\circ}04'29''$ East, 26.02 feet to a nontangent curve to the right having a radius of 14.50 feet (a chord for said curve bears North $41^{\circ}46'51''$ West, 21.62 feet); thence northwesterly 24.40 feet along said curve through a central angle of $96^{\circ}25'06''$ to a compound curve to the right having a radius of 160.00 feet; thence northerly 69.97 feet along said curve through a central angle of $25^{\circ}03'19''$ to a compound curve to the right having a radius of 29.50 feet; thence easterly 29.19 feet along said curve through a central angle of $56^{\circ}41'40''$ to a reverse curve to the left having a radius of 55.50 feet; thence northeasterly 100.23 feet along said curve through a central angle of $103^{\circ}28'24''$ to a reverse curve to the right having a radius of 20.00 feet; thence northerly 14.60 feet along said curve through a central angle of $41^{\circ}49'16''$ to a reverse curve to the left having a radius of 206.00 feet; thence northerly 43.06 feet along said curve through a central angle of $11^{\circ}58'33''$; thence North $14^{\circ}32'59''$ East, 26.30 feet to a nontangent curve to the right having a radius of 30.30 feet, (a chord for said curve bears North $21^{\circ}32'32''$ East, 22.25 feet); thence northerly 22.78 feet along said curve through a central angle of $43^{\circ}05'04''$; thence North $0^{\circ}03'30''$ West, 0.446 feet; thence North $89^{\circ}56'30''$ East, 345.23 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM the following described property, to-wit: BEGINNING at a point which is North $0^{\circ}08'34''$ West, 1018.14 feet and South $89^{\circ}56'30''$ West, 1519.45 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East, 92.36 feet from the Southeast corner of

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CO. RECORDER

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Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°59'24" West, 177.35 feet; thence South 0°00'36" West, 15.00 feet; thence North 89°59'24" West, 45.12 feet; thence North 0°00'36" East, 7.67 feet; thence North 89°59'24" West, 5.01 feet; thence North 0°00'36" East, 185.90 feet; thence South 89°59'24" East, 32.50 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36" East, 12.50 feet; thence South 89°59'24" East, 135.33 feet; thence South 0°00'36" West, 12.50 feet; thence South 89°59'24" East, 10.24 feet; thence South 0°00'36" West, 7.26 feet; thence South 89°59'24" East, 22.42 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36" East, 12.33 feet; thence South 89°59'24" East, 22.31 feet; thence South 0°00'36" West, 198.17 feet to the Point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

LOT 2:

BEGINNING at a point which is North 0E08'34" West, 1018.14 feet and South 89E56'30" West, 1519.45 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89E51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89E59'24" West, 177.35 feet; thence South 0E00'36" West, 15.00 feet; thence North 89E59'24" West, 45.12 feet; thence North 0E00'36" East, 7.67 feet; thence North 89E59'24" West, 5.01 feet; thence North 0E00'36" East, 185.90 feet; thence South 89E59'24" East, 32.50 feet; thence North 0E00'36" East, 7.26 feet; thence South 89E 59'24" East, 2.33 feet; thence North 0E00'36" East, 12.50 feet; thence South 89E59'24" East, 135.33 feet; thence South 0E00'36" West, 12.50 feet; thence South 89E59'24" East, 10.24 feet; thence South 0E00'36" West, 7.26 feet; thence South 89E59'24" East, 22.42 feet; thence North 0E00'36" East, 7.26 feet; thence South 89E59'24" East, 2.33 feet; thence North 0E00'36" East, 12.33 feet; thence South 89E59'24" East, 22.31 feet; thence South 0E00'36" West, 198.17 feet to the point of BEGINNING.

TOGETHER WITH a perpetual nonexclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic upon, over, under, across and through the following described property:

BEGINNING at a point which is North 00°08'34" West 1003.75 feet and South 89°56'30" West, 1871.10 feet from Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East 92.36 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 2°04'29" East, 26.02 feet; thence South 89°59'24" East, 123.20 feet; thence South 0°00'36" West, 18.53 feet; thence South 89°59'24" East, 5.01 feet; thence South 0°00'36" West, 7.67 feet; thence North 89°54'12" West, 129.15 feet to the point of BEGINNING.

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CO. RECORDER

BK 8553 PG 3892

(Part of Parcel No. 27-12-453-017)

LOT 3:

BEGINNING at a point South 547.0 feet of the South line of a County Road, said South line being the North line of the South half of the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being is North 0°08'50" West 1337.70 feet and North 89°58'19" West 1806.50 feet and South 547.00 feet and West, 15.772 feet from the Southeast corner of said Section 12, and running thence West 361.04 feet, more or less, to the easterly line of Frontage Road # 5, State Road Project No. I-15-7 (3) 289; thence North 03°49'28" West 190.56 feet along said easterly line; thence North 89°56'30" East 373.78 feet; thence South 0°00'36" East, 373.78 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

LOT A:

BEGINNING at a point which is North 0°08'34" West, 1296.21 feet and South 89°56'30" West, 1793.33 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°56'30" East, 39.28 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears South 21°32'32" West, 22.25 feet); thence southerly 22.78 feet along said curve through a central angle of 43°05'04"; thence South 14°32'59" West, 26.30 feet to a curve to the right having a radius of 206.00 feet; thence southerly 43.06 feet along said curve through a central angle of 11°58'33" to a nontangent curve to the left having a radius of 20.00 feet (a chord for said curve bears South 5°36'54" West, 14.28 feet); thence southerly 14.60 feet along said curve through a central angle of 41°49'16" to a nontangent curve to the right having a radius of 55.50 feet (a chord for said curve bears South 36°26'29" West, 87.15 feet); thence southwesterly 100.23 feet along said curve through a central angle of 103°28'24" to a reverse curve to the left having a radius of 29.50 feet; thence westerly 29.19 feet along said curve through a central angle of 56°41'40" to a compound curve to the left having a radius of 160.00 feet; thence southerly 69.97 feet along said curve through a central angle of 25°03'19" to a compound curve to the left having a radius of 14.50 feet; thence southeasterly 24.40 feet along said curve through a central angle of 96°25'06"; thence South 2°04'29" West, 26.02 feet to a nontangent curve to the left having a radius of 14.50 feet (a chord for said curve bears South 45°00'36" West; 20.51 feet); thence southwesterly 22.78 feet along said curve through a central angle of 90°00'00"; thence South 0°00'36" West, 196.68 feet to a curve to the left having a radius of 25.00 feet; thence southeasterly 39.27 feet along said curve through a central angle of 90°00'00" thence; South 89°59'24" East, 6.05 feet; thence North 0°00'36" East, 6.626 feet; thence South 89°59'24" East, 290.01 feet; thence North 0°00'36"

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East, 44.97 feet; thence South $89^{\circ}59'24''$ East, 154.94 feet; thence South $0^{\circ}00'36''$ West, 81.15 feet; thence North $89^{\circ}59'24''$ West, 491.00 feet; thence North $0^{\circ}00'36''$ East, 55.69 feet; thence West, 14.92 feet; thence North $0^{\circ}00'36''$ East, 190.52; thence North $89^{\circ}56'30''$ East, 14.95 feet; thence North $0^{\circ}00'36''$ East, 239.58 feet; to a nontangent curve to the left having a radius of 30.00 feet, (a chord for said curve bears North $85^{\circ}25'07''$ East, 29.15 feet); thence easterly 30.43 feet along said curve through a central angle of $58^{\circ}07'33''$ to a reverse curve to the right having a radius of 53.00 feet; thence northeasterly 18.44 feet along said curve through a central angle of $19^{\circ}55'54''$ to a reverse curve to the left having a radius of 30.00 feet; thence northeasterly 29.10 feet along said curve through a central angle of $55^{\circ}34'58''$; thence North $20^{\circ}42'19''$ East, 25.11 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears North $21^{\circ}33'17''$ West, 22.26 feet); thence northerly 22.80 feet along said curve through a central angle of $43^{\circ}06'35''$; thence North $89^{\circ}56'30''$ East, 39.00 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

LOT B:

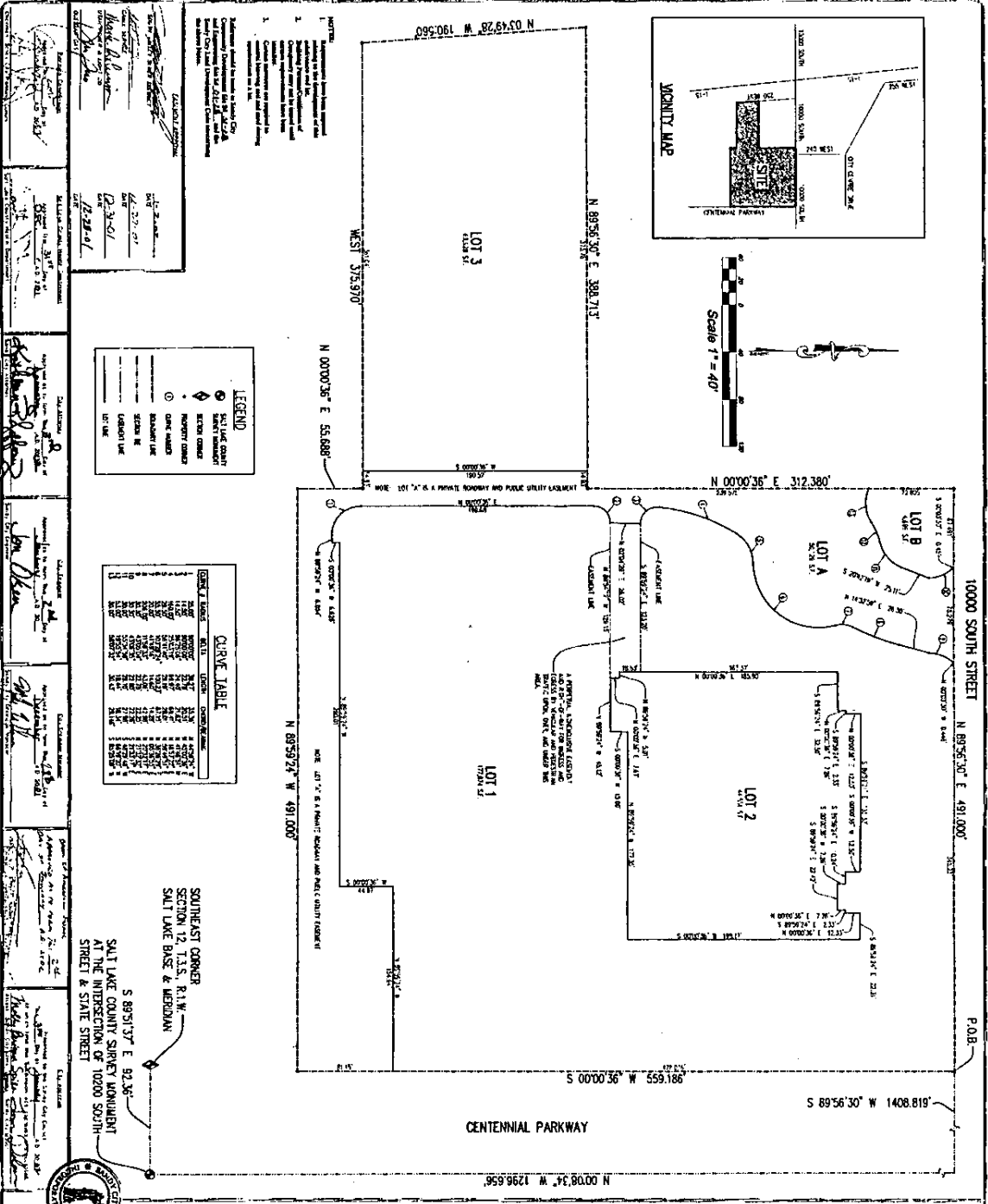
BEGINNING at a point on the South right of way line of 10000 South Street, which is North $0^{\circ}08'34''$ West, 1296.66 feet and South $89^{\circ}56'30''$ West, 1899.82 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South $89^{\circ}51'37''$ East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North $89^{\circ}56'30''$ East, along said right of way line 67.491 feet; thence South $00^{\circ}03'30''$ East, 0.450 feet to a nontangent curve to the right having a radius of 30.30 feet, (a chord for said curve bears South $21^{\circ}33'17''$ East, 22.26 feet); thence Southerly 22.80 feet along said curve through a central angle of $43^{\circ}06'35''$; thence South $20^{\circ}42'19''$ West, 25.11 feet to a nontangent curve to the right having a radius of 30.00 feet, (a chord for said curve bears South $48^{\circ}29'48''$ West, 27.98 feet); thence Southwesterly 29.10 feet along said curve through a central angle of $55^{\circ}34'58''$ to a nontangent curve to the left having a radius of 53.00 feet, (a chord for said curve bears South $66^{\circ}19'20''$ West, 18.34 feet); thence Southwesterly 18.44 feet along said curve through a central angle of $19^{\circ}55'54''$ to a nontangent curve to the right having a radius of 30.00 feet (a chord for said curve bears South $85^{\circ}25'09''$ West, 29.146 feet); thence Westerly 30.43 feet along said curve through a central angle of $58^{\circ}07'32''$; thence North $00^{\circ}00'36''$ East, 72.805 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

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EXHIBIT E



Boundary Description

... (Detailed description of the boundary lines and monuments) ...

Surreor's Certificate

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the same.

Owner's Dedication

Sandy City Center

Acknowledgment

Sandy City Center

Sandy City Center Final Plat

Section 12, Township 3 South, Range 1 West, Salt Lake Meridian, Salt Lake County, Utah

Exhibit F
to
Easement Agreement

Legal Description of Easement Property

BEGINNING at a point which is North 0°08'34" West, 1296.21 feet and South 89°56'30" West, 1793.33 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°56'30" East, 39.28 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears South 21°32'32" West, 22.25 feet); thence southerly 22.78 feet along said curve through a central angle of 43°05'04"; thence South 14°32'59" West, 26.30 feet to a curve to the right having a radius of 206.00 feet; thence southerly 43.06 feet along said curve through a central angle of 11°58'33" to a nontangent curve to the left having a radius of 20.00 feet (a chord for said curve bears South 5°36'54" West, 14.28 feet); thence southerly 14.60 feet along said curve through a central angle of 41°49'16" to a nontangent curve to the right having a radius of 55.50 feet (a chord for said curve bears South 36°26'29" West, 87.15 feet); thence southwesterly 100.23 feet along said curve through a central angle of 103°28'24" to a reverse curve to the left having a radius of 29.50 feet; thence westerly 29.19 feet along said curve through a central angle of 56°41'40" to a compound curve to the left having a radius of 160.00 feet; thence southerly 69.97 feet along said curve through a central angle of 25°03'19" to a compound curve to the left having a radius of 14.50 feet; thence southeasterly 24.40 feet along said curve through a central angle of 96°25'06"; thence South 2°04'29" West, 26.02 feet to a nontangent curve to the left having a radius of 14.50 feet (a chord for said curve bears South 45°00'36" West; 20.51 feet); thence southwesterly 22.78 feet along said curve through a central angle of 90°00'00"; thence South 0°00'36" West, 196.68 feet to a curve to the left having a radius of 25.00 feet; thence southeasterly 39.27 feet along said curve through a central angle of 90°00'00" thence; South 89°59'24" East, 6.05 feet; thence South 0°00'36" West, 29.55 feet; thence North 89°59'24" West, 46.06 feet; thence North 0°00'36" East, 55.69 feet; thence West, 14.92 feet; thence North 0°00'36" East, 228.59 feet to a tangent curve to the left having a radius of 15.00 feet (a chord for said curve bears North 44°59'42" West, 21.22 feet); thence northwesterly 23.56 feet along said curve through a central angle of 90°00'35"; thence North 7°41'26" East, 40.54 feet to a nontangent curve to left having a radius of 15.00 feet (a chord for said curve bears North 38°48'23" East, 16.59 feet); thence northeasterly 17.58 feet along said curve through a central angle of 67°09'57" to a nontangent curve to the right having a radius of 190.00 feet, (a chord for said curve bears North 16°05'08" East, 71.61 feet); thence northerly 72.04 feet along said curve through a central angle of 21°43'27" to a nontangent curve to left having a radius of 15.00 feet (a chord for said curve bears North 6°39'59" East, 10.40 feet); thence northerly 10.62 feet along said curve through a central angle of 40°33'45" to a nontangent curve to

the right having a radius of 53.00 feet, (a chord for said curve bears North 10°35'43" West, 5.58 feet); thence northerly 5.59 feet along said curve through a central angle of 6°02'21" to a nontangent curve to the right having a radius of 53.00 feet, (a chord for said curve bears North 3°13'32" East, 19.86 feet); thence Northerly 19.98 feet along said curve through a central angle of 21°36'10" to a nontangent curve to the left having a radius of 5.00 feet (a chord for said curve bears North 37°59'13" West, 7.88 feet); thence Northwesterly 9.08 feet along said curve through a central angle of 104°01'40"; thence North 5°30'49" West, 22.87 feet to a nontangent curve to the left having a radius of 30.00 feet (a chord for said curve bears North 85°28'23" East, 29.20 feet); thence easterly 30.49 feet along said curve through a central angle of 58°14'00" to a nontangent curve to the right having a radius of 53.00 feet, (a chord for said curve bears North 66°19'20" East, 18.34 feet); thence northeasterly 18.44 feet along said curve through a central angle of 19°55'54" to a nontangent curve to the left having a radius of 30.00 feet, (a chord for said curve bears North 48°29'48" East, 27.98 feet); thence northeasterly 29.10 feet along said curve through a central angle of 55°34'58"; thence North 20°42'19" East, 25.11 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears North 21°33'17" West, 22.26 feet); thence northerly 22.80 feet along said curve through a central angle of 43°06'35"; thence North 89°56'30" East, 39.00 feet to the point of BEGINNING.

(Part of Parcel Nos. 27-12-453-017, 27-12-453-001, and 27-12-453-002)

ALSO BEGINNING at a point which is North 00°08'34" West 1003.75 feet and South 89°56'30" West, 1871.10 feet from Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East 92.36 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 2°04'29" East, 26.02 feet; thence South 89°59'24" East, 123.20 feet; thence South 0°00'36" West, 18.53 feet; thence South 89°59'24" East, 5.01 feet; thence South 0°00'36" West, 7.67 feet; thence North 89°54'12" West, 129.15 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

ALSO BEGINNING at a point which is North 0°08'34" West, 818.620 feet and South 89°56'30" West, 1410.093 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence South 0°00'36" West, 81.15 feet; thence North 89°59'24" West, 444.95 feet; thence North 0°00'36" East, 36.18 feet; thence South 89°59'24" East, 290.01 feet; thence North 0°00'36" East, 44.97 feet; thence South 89°59'24" East, 154.94 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)